



State of Delaware
Department of Natural Resources and Environmental Control
Delaware Division of Parks and Recreation
89 Kings Highway
Dover, Delaware 19901

November 6, 2017

ISSUED BY: **Rebecca Lovin**
Paralegal III
302-739-9206

SUBJECT: **AWARD NOTICE**
CONTRACT NO. NAT17004_PUBLIC TENNIS
PUBLIC TENNIS

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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Each Vendor's contract shall be valid for a **five (5) year period from January 1, 2018 to December 31, 2022**. Each contract may be renewed for two (2) five (5) year periods through negotiation between the Vendor and the Division of Parks and Recreation. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to enter into a contract for longer periods, not to exceed twenty-five (25) years if the awarded vendor provides capital improvements and offerings that require longer timelines for return on investment. The State shall be the sole determining authority for a contract that shall exceed the contract period listed above.

The State reserves the right to extend this Contract on a month-to-month basis for a period of up to three months after the term of the full Contract has been completed. In the event of an extended procurement effort and the Contract's available renewal options have been exhausted, Division of Parks and Recreation reserves the right to extend the Contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the Division and Vendor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new Contract.

2. VENDOR

Excellence Tennis Academy
111 Pumpkin Patch Lane
Hockessin, DE 19707
Phone: 302-757-0925
Contact: Mr. Simon Peppiatt
Email: simon@bellevuetc.net

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3. PRICING

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- a. The Division will be paid a flat fee of \$2,500.00 annually plus a percentage of gross receipts tiered to increase over the five (5) year term.
- b. Prices and/or rates shall remain firm for the initial five (5) year term of the contract, unless further negotiations are deemed necessary by the State.

ANNUAL CONTRACT FEE \$2,500.00 (Fixed Annual Fee)	\$2,500.00	
PERCENTAGE OF GROSS RECEIPTS	Tiered % of Gross Pricing Proposed	
An additional fee will be paid to the Division annually based on the percentage of total gross receipts.	Year 1	2.50%
	Year 2	2.50%
	Year 3	3.00%
	Year 4	3.00%
	Year 5	3.50%

4. **ADDITIONAL TERMS AND CONDITIONS**

A. Products and Services:

1. The successful Vendor will be granted a contract herein for the provision to operate a Public Tennis and Racquet Sport Program at Bellevue State Park. The Public Tennis and Racquet Sport Program shall include recreational tennis, summer tennis programming, clinics and instructional tennis, tournaments, special activities and events and other tennis activities at the discretion of the Vendor and approved in writing by the Division. The Vendor shall also offer stringing services, provide tennis equipment and accessories such as clothing, rackets (sale and rental), tennis balls, and packaged snacks such as potato chips, crackers, ice cream, water, soda(s), sports drinks and other related items inside the Pro Shop (tennis center). Additional items may be offered for sale upon advanced written approval by the Division for which e-mail is an acceptable means for written request and approval of items to be offered for sale.
2. The Vendor shall furnish all labor, personnel, equipment and supplies necessary to operate a Public Tennis and Racquet Sport Program per the terms and conditions as described herein.
3. In accordance with the Division's "smoking in the workplace" Policy No. D-0309(A), **no tobacco products shall be sold on the premises**. Vapor products are also not acceptable. Additionally, Delaware State Parks prohibits the use of tobacco products in business and outdoor gathering areas.

No Alcoholic beverages shall be sold at the operation locations without prior notice, proof of a valid license as required by the State of Delaware for sale, and approval by the Park Superintendent.

B. Contract Fee:

1. The Vendor, as a fee for the Contract and operation rights herein granted, agrees to pay to the Division of Parks and Recreation **an annual contract flat fee of \$2,500.00 and a negotiated percentage of gross receipts.**
2. All Contract Fees shall be sent to:

State of Delaware/DNREC
Division of Parks and Recreation/OBS Contract NAT17004_Public Tennis
Office of Business Services
89 Kings Highway
Dover, DE 19901
3. The annual Contract fee shall be due in two (2) installments on July 15th and September 15th during the term of this Contract. The Vendor agrees to pay the percentage of total gross receipts to the Division on or before December 31st of each year.
4. The Vendor agrees to submit to: OBS_Parks@state.de.us, a mandatory usage report once a month, covering each day's operation under the Contract, **plus a tabulated annual gross receipts report and annual financial statement report** for the period of operation on or before December 31st of each year. All annual financial statement reports must be **"Reviewed"** by a certified public accountant prior to submission and proof of "Review" must be included in Vendor submission.

5. **All visitors to Delaware State Parks, including those attending special events, will pay daily entrance fees where applicable or procure an annual park pass.**
6. **Exception to this term shall only apply to USTA and Interclub "League" Match Play. The Vendor shall provide the Park Superintendent or designee a finalized list of players for the specific Match Play date and time. If a player is not on the list, they will not be allowed entrance to the Park without paying the daily entrance fee. The Vendor shall provide the list no later than forty-eight (48) hours prior to the Match Play date.**

C. Interest Payments:

Any payments which become due from the Vendor to the Division and which are not paid on or before the due date shall be subject to an interest penalty of twelve (12) percent per annum until paid, computed from the due date. When a late payment is received, the Vendor shall be billed the amount of interest owed. This provision is in no way a waiver of the Vendor's obligation to make payments when they are due.

D. Utilities:

1. Internet service, telephone, electric, water, heat, and/or other utilities used in the tennis center area shall be solely at the Vendor's expense. The Vendor will be required to make independent arrangements for service with the local utility companies for services not provided by the park with available metering.
2. The Vendor shall pay the Division (\$150.00) per operating month for electric service and for usage of the parks refuse container, unless metered billing is available. **Capital improvements proposed may cause this payment to change and shall be negotiated between the Division and the Awarded Vendor.**
3. The Vendor shall pay for water usage and waste water disposal at the outdoor tennis operation and the Division will provide monthly billing based on metered usage.
4. These amounts shall be included in Vendor's report of the direct expenses associated with the tennis program.
5. Payments will be made directly to **Bellevue State Park** for electric and water consumption. Late payments may be considered a performance deficiency under a Contract.

E. Taxes and Permits:

The Vendor shall pay all State and Federal taxes and/or license fees which may be imposed or legally chargeable, and, obtain all necessary permits and licenses, including but not limited to, a Delaware Business License, Public Health License and other necessary permits at its own cost and expense as a result of operating the tennis center as part of the services.

F. Security:

The Vendor shall be responsible for security of its equipment, software and any credit card services while contracting with the Division.

G. Inspection:

The Vendor will allow free access to the concession space as needed to authorize representatives of the Division and other county, state or federal officials having jurisdiction for inspection purposes. The Vendor shall further agree that if notified in writing by the Division or its authorized representatives that any part of the contracted premises or the facilities thereof for which the Vendor is responsible for services rendered are not in conformance with the Contract granted, then the Vendor shall remedy the same within five (5) working days, or a reasonable time period agreed upon between the Division and the Vendor.

H. Operating Schedule:

1. The Vendor shall maintain the program open and available to patronage by the public in accordance with the following minimum schedule. The Vendor shall post the hours of operation in a conspicuous place in the tennis center. Any deviation from the schedule must be approved by the Division or its authorized agent.

2. Hours of Operation:

a. The tennis center shall be open for operation seven (7) days per week from the 1st week in April through the end of October, including holidays. Hours of operation are as follows:

Monday – Sunday 8:00 a.m. to sunset

(Operation shall not open earlier than 8:00 a.m. without prior written approval)

b. The tennis center hours of operation may be changed with prior approval by the Park Management. In addition, Vendor is required to promptly contact the Park Management prior to canceling any court service for the day and receive permission to cancel service.

c. The Division may, in its sole discretion, close the tennis center operation services temporarily for repairs or special events as needed, or permanently with prior notice to the Vendor.

d. The Division reserves the right to revoke the Contract of the Vendor if they do not adhere to the agreed-upon schedule of operations.

I. Trash Removal and Use of Recyclable Products:

The Vendor shall provide trash cans inside the tennis center for the public's use and will be responsible for depositing the trash in a designated park-provided dumpster at the end of each day, conforming with all rules and regulations pertaining to sanitation and safety as written the Delaware Food Code and administered by the Delaware Division of Public Health.

The Vendor is required to serve all food and beverages in recyclable containers.

J. Emergencies:

The Vendor and the Division or their designated agent(s) shall be available by phone twenty-four (24) hours a day, seven (7) days a week for emergencies during the entire term of the Contract. Information on how to contact the Vendor or their designee is to be provided as part of Vendor's proposal (Attachment 4).

K. Parking.

Parking spaces for the Vendor and their employees will be assigned by the Park Superintendent.

L. Concession Franchise Limitations:

The Vendor shall have an exclusive franchise for providing the Public Tennis and Racquet Sport Program at Bellevue State Park described hereafter. The Division shall not take any action to interfere with the rights granted hereunder so long as the Vendor shall faithfully conform to all the provisions herein.

M. Marketing and Promotion Plans; Signs and Advertising:

1. The Vendor is encouraged to work with the Division of Parks and Recreation on a marketing and promotion plan for each calendar year. The agreed upon marketing plan may contain promotional activities at or in connection with Delaware State Parks annual promotional activities or with individual state parks or facilities. Copies of the publications promoting tennis at Bellevue State Park shall be made available to the Park Management for distribution.
2. The Vendor agrees not to use signs or any other means of soliciting business without the approval of the Division and agrees not to advertise any contract between the State and Vendor in any manner or form on or about premises contracted to it, or elsewhere, or in any newspaper or otherwise, without such prior approval. Any printed advertising shall include the correct name and location of the operation (e.g. Bellevue State Park).
3. The Division, through their authorized agents, reserves the right to prohibit the erection, display or use of signs which are not in keeping with the park area. Permission must be granted by the Division or their authorized agents prior to the erection, display or use of signs. The Division also reserves the right to designate the type, size, wording, color and number of signs requested by the Vendor.
4. Any signs authorized by the Division for specific outdoor tennis program events shall become the property of the Division, if not removed by the Vendor after reasonable notice from and at the direction of the Division.
5. It is mutually agreed by the Vendor and the Division that no permanent or temporary advertising, signage, or trademark visibility for the Vendor's public outdoor tennis program and any packaged products will be displayed or permitted anywhere in Bellevue State Park without prior written approval from the Division, except that it is agreed that the Vendor shall be permitted to include its trademark and brand names on its equipment (e.g. tennis balls, tennis rackets, etc.).
6. Vendor may offer outdoor tennis activities without charge to state park visitors for promotional purposes, with the Division's prior approval, and **the cost of these free services to park visitors shall be included in Vendor's annual financial statement as non-revenue generating services.**

N. Payment Credit Card Industry (PCI) Requirements:

The Vendor agrees that it is their responsibility to become PCI compliant and maintain compliance. For more information related to PCI Security Standards, the following link is provided:
https://www.pcisecuritystandards.org/security_standards/index.php

O. Quality and Pricing:

1. Vendor warrants that all products and services offered by it to the public shall be of the highest quality and consistent with quality specifications provided herein.
2. Vendor shall have the right and privilege to charge prices and rates as are reasonable and fair. All price changes shall be subject to the prior written approval of the Division.
3. Vendor shall submit a detailed price list to the Division prior to each tennis season, with a schedule of products and services to be offered and the prices to be charged for each product or service. Vendor agrees to offer only such products and services at such prices as have been approved by the Division. In approving rates, primary consideration will be given to the prices charged for similar classes of products and services furnished outside the areas administered by the Division under similar conditions.
4. If, in the sole discretion of the Division, any products or services offered by the Vendor are inconsistent with the image or reputation of the Division or the State of Delaware, or are otherwise deemed unsuitable for sale on the contracted premises, the Division shall request the Vendor cease selling such products or services and the Vendor shall cease doing so immediately upon receipt of such written request from the Division.

P. Vendor Responsibilities:

Vendor will be granted the right to provide a Public Tennis and Racquet Sport Program at Bellevue State Park that is approved by the Division. Vendor's responsibilities under a Contract with the Division shall include the following:

1. Vendor will be required to furnish all necessary tennis equipment, outdoor furnishings and tennis-related supplies to maintain the outdoor tennis facility, if such equipment, furnishings and supplies are not provided by the Division at the tennis center, for the preparation, display and storage of retail merchandise sales items in order to provide the specified operation services.
2. Notwithstanding the foregoing, Vendor shall, at its own expense, provide its own tools, equipment, machinery, supplies, or any other materials required to manage and operate the tennis center.
3. Vendor will store all tennis center supplies, materials and equipment in the tennis center garage and/or pro-shop. The Division will provide additional exterior storage for Vendor on the right side of the fenced-in garage next to the tennis center, provided however, that Vendor maintains this storage area in an aesthetic manner and in accordance with the park regulations. No other park buildings or access will be granted to Vendor for storage or use.
4. Vendor agrees to abide by the Division of Delaware Parks and Recreation's vehicular rules and regulations, (as provided on the state's official website: www.destateparks.com/rules), including but not limited to the following:
 - a. Vehicles (including golf carts, mopeds, all-terrain vehicles, etc.):
 1. Vehicles will only be permitted on approved roads within Bellevue State Park or areas specifically designated by the Division for such purpose.

2. Vehicles are not allowed on paved pedestrian trails/paths.
3. Vehicles are not permitted to cut across lawns or gardens.
4. No vehicles will be permitted on the paved walkway in front of the tennis center garage or storage area.
5. Parking:
 - a. Vendor, their employees, subcontractors and customers shall park their vehicles only in the tennis center designated parking lot.
 - b. No parking is permitted under the trees or on the lawn.
6. Park Entrance/Gates:
 - a. Vendor, their employees, subcontractors and customers will only be permitted to access the tennis center through the main entrance/gate off Carr Road.
 - b. The Bellevue Hall entrance/gate is only accessible for programming and facility staff.
7. Vendor shall provide a one (1) year tennis membership and a recreational program that includes the following listed activities in order to accommodate a broad variety of racquet sport interest, in addition to providing maximum service to the general public:
 - a. Recreational Tennis: open public court time available on a first-come, first-serve basis by advanced reservation for the tennis courts.
 - b. Summer tennis pass program providing use of outdoor facilities offering unlimited couples and family passes and limited passes for juniors, early birds, women's, men's and couples inter club tennis.
 - c. Clinics and Instructional Tennis: in both private and group lessons, for all age groups and levels of skill to meet public demand and interest, (e.g. youth programs).
 - d. Special activities and events may be scheduled to generate interest in the program including tournaments, round robins and tennis ladders, group tennis picnics, bus trips, etc.
 - e. New activities of paddle tennis (platform tennis), pickle ball or other similar outdoor recreational activities, i.e., bocce, lawn bowling and badminton, are requested by the Division and if included by the Vendor in their proposal, shall be required to have regular scheduling.
 - f. Vendor will provide the Park Superintendent with a weekly schedule of all planned special activities and events held at the tennis center. Schedule shall be submitted no later than Tuesday, 12:00 p.m. every week.
 - g. Any changes to the weekly scheduled special activities or events shall be promptly (within 24 hours) communicated to the Park office Superintendent and Administrative Specialist.
 - h. Other tennis activities, including the use of Division-managed tennis courts in the Wilmington area, at the recommendation of the Vendor and at the sole discretion of the Division.

8. Vendor must furnish a cash register/point of sale system with accumulating daily totals to record all customer sales and receipts collected to complete the Usage Reports (Attachment 8 and Attachment 9).
9. All of the Vendor-owned equipment or any permanently installed fixtures used in the operation shall be subject to approval by the Division, the Division of Public Health and the State Fire Marshal, if applicable, as to their workability, appearance, appropriateness, and compliance with codes.
10. All outdoor furnishings provided by Vendor must be aesthetically designed to fit into a tennis or clubhouse environment (e.g. tables, chairs, umbrellas, etc).

11. Vendor shall be responsible for providing the following services:

- a. Vendor, their employees and volunteers shall wear staff clothing that identifies them as the public outdoor tennis operation vendor.
- b. Vendor shall provide daily cleaning and janitorial service of the tennis court area, and other building space assigned to Vendor.
- c. Vendor shall repair and maintain all equipment owned by Vendor and notify Division when any Division-owned equipment requires maintenance or repairs. In addition, Vendor is responsible for other interior building (e.g. Pro Shop and storage area) housekeeping and maintenance, including but not limited to, painting and redecorating as needed.
 1. Paint colors are subject to the Division's prior written approval.
- d. Vendor is responsible, at their expense, for providing ice and/or an ice machine for its employees, subcontractors, volunteers and customer's use.
- e. Vendor is responsible, at their expense, for the repairs and maintenance of interior building fixtures and utilities (e.g. door locks, light bulbs, water faucets, clogged sinks or toilets, etc.).
- f. Vendor is responsible, at their expense, for repairs and maintenance of exterior tennis center, including but not limited to:
 1. Tennis court nets
 2. Court lines (installation and maintenance)
 3. Daily watering of the clay court
 4. Window cleaning
 5. Brushing and maintenance of the court surface
 6. Repairs and replacement of the sprinkler heads (including any area of the sprinkler assembly) used on the tennis courts
- g. Vendor is responsible for maintaining the landscaping surrounding the tennis court and tennis facilities to the Division's standards.

- h. Vendor is responsible for payment of water usage, specifically, water consumption for sprinkling/watering the clay tennis courts. The Division will mail an invoice to Vendor for the total amount due for monthly water consumption. Vendor shall promptly pay the Division for the water consumption within fifteen (15) days from invoice date. Failure to remit timely payment for the water consumption will result in additional expense to Vendor, in accordance with the State of Delaware's procurement policies, and may result in Contract termination as described herein.
- i. Vendor is responsible, at their expense, for "**during season**" labor, routine repairs and maintenance of the clay courts (including maintenance applications of Har Tru material). At no time shall the "during season" condition of the courts fall into disrepair or not be managed to Division standards (as determined by the Chief of Operations for the Division).
- j. Vendor is responsible, *at the Division's expense*, for scheduling and coordination of all "beginning of season" annual resurfacing with Har Tru material each season. Vendor shall coordinate with the Division for approval of any quotes from outside vendors. **No work is to begin without an approved quote by the Division and a Purchase Order from the State of Delaware.** Failure to receive Division approval in writing shall result in the Vendor being held responsible for all billings associated with "beginning of season" annual resurfacing. Vendor shall be responsible for working directly with the resurfacing company on scheduling, application and any additional functions/logistics in getting the courts play ready at the beginning of the season. The Division shall only fund the "beginning of season" annual resurfacing.
- k. Vendor shall provide maintenance of the tennis center area, including cleaning of tables and chairs, removal of all debris to ensure chairs are accessible for handicap visitors, in compliance with Americans with Disabilities Act (ADA) laws and legislation.
- l. Vendor and its employees shall at all times generate and maintain an inviting atmosphere inside and outside the tennis center for visitors of the Park. Any significant visitor complaints may be considered performance deficiencies under this Contract.
- m. Vendor must publically display in a conspicuous place at the tennis center a neat and legible sign listing hours of operation, rates, prices and charges for all products and services.
- n. Vendor shall be responsible for providing quality tennis products and services at a reasonable price, in addition to providing excellent customer service to Park visitors.
- o. Vendor shall be responsible in employing only competent, mature and orderly employees and ensure their employees shall keep themselves neat and clean and be courteous to all visitors and patrons of the Park. Further, Vendor and its employees will not use improper language, behave in a boisterous manner nor engage in any unlawful or unbecoming conduct during the course of their employment by the Vendor. Any significant visitor complaints may be considered performance deficiencies under this Contract.
- p. Vendor shall be fully responsible for its subcontractors and its agents during the term of this Contract.
- q. For any instance of inappropriate customer behavior the Vendor cannot manage effectively, the Vendor shall immediately report behavior to Park Enforcement.

- r. At the end of the Contract term or at the request of the Division, Vendor shall ensure that all facilities and equipment provided by the Division are returned to the Division in good order, reasonable wear and tear expected. Failure to return such facilities to its natural state or return equipment to the Division at the end of the Contract term may result in the Division billing Vendor, as applicable.
- s. Upon expiration of the Contract period, Vendor shall remove all equipment and inventory furnished by Vendor, provided all fees have been paid. Any equipment, inventory and/or personal property left on the premises beyond sixty (60) days from the expiration of the Contract shall become the property of the Division.

Q. Modifications to Park Facilities:

- 1. Vendor may make alterations, modifications, additions or improvements to the contracted premises and facilities with prior Division approval of the design, development, timeline and approved plans. **No work shall commence until Vendor receives the Division's approval and consent in writing. All costs for any approved alterations, modifications, additions, or improvements shall be the responsibility of the Vendor, unless the Division consents to share a portion of said costs or provide necessary materials and/or labor.** Vendor shall submit a proposed layout of the operation and a description of any alterations or modifications which are contemplated to set up the operation. Vendor is responsible for obtaining any work permits, adhering to state and local ordinances, code and regulations at Vendor's expense. Additional requirements based on state and local ordinances, code and regulations may be required and shall be the responsibility of the Vendor. Vendor shall coordinate any subcontractor access to the Park with the Park Management.
- 2. Any award associated with capital investment/improvements shall result in the Division's ownership of all capital improvements executed during the life of the contract at the point of expiration and/or termination.
- 3. All improvements shall be approved by the Division in writing. Vendor shall be responsible for funding in excess of what the Division can contribute. The Vendor shall be responsible for all permitting, fees and any related expenses resulting from capital improvement plans submitted by the Vendor. **Any tiered cost proposal for annual gross receipt payments to the Division shall show detailed Return on Investment as part of the methodology.**

R. Damage to Park Facilities:

In the event State property or facilities are damaged in any way whatsoever by reason of any act or omission of Vendor or its employees, Vendor shall immediately notify the Park Superintendent. Vendor shall repair at its own cost and expense the facility or property so damaged. Upon the failure of Vendor to make such repairs within five (5) working days or a reasonable time period agreed upon by the Division and Vendor, the Division will repair such damage at the cost and expense of Vendor and deliver a detailed invoice to Vendor which will be due and payable within thirty (30) days of the date of the invoice.

S. Division Responsibilities:

1. The Division shall be responsible, at their expense, for the “beginning of season” annual resurfacing of the clay courts with Har Tru material. The Vendor is responsible for scheduling and coordination of all “beginning of season” court resurfacing and preparation. All quotes must be approved in writing and a valid purchase order must be established with the State of Delaware prior to any action.
2. The Division shall establish a procedure to enable special tennis events or tournament participants to enter the park, subject to the payment of a rate determined by the Division. Said event shall be presented to the Division by the Vendor within thirty (30) days prior to each event.
3. The Division reserves the right to enlarge, close and/or reduce the size of any area for the purposes of improvement, repair, construction or any other legitimate purpose. It is understood that any of the above actions shall not entitle Vendor to any reduction or suspension of the Contract or fees unless otherwise approved by the Division.
4. The Division shall be responsible for the major utility and structural repairs and exterior maintenance of the Park concession facilities. In the event of an immediate repair need or request from the Vendor, the Division shall be the sole determining authority of prioritizing, scheduling and repair. Division shall bill Vendor for the monthly electrical and water use charges used in the performance of the operation services.
5. The Division may perform maintenance tasks which are the responsibility of the Vendor for which the Division shall charge the Vendor a fee based upon actual costs for labor and materials. Requests for said maintenance tasks shall be submitted in writing by the Vendor and approved by the Division prior to commencement of work.
6. The Division shall provide a fenced-in section of the garage near the tennis center for Vendor's tennis operation that is designated by Park Management for storage of pallets of clay. Usage of the storage area is on a conditional basis and Vendor may only gain access by arranging with a member of Park Management.
7. The Division shall provide the following services:
 - a. Weed control, trimming of bushes and leaf removal around all buildings
 - b. Grass mowing adjacent to the tennis courts and buildings
 - c. Tree and shrub care
 - d. Repair and /or replace tennis court fencing
 - e. Repairs to plumbing at the tennis courts and in the buildings
 - f. Gutter cleaning as needed
 - g. Window replacements as needed
 - h. Roof repairs

- i. Major utility and structural repairs and exterior maintenance to buildings and facilities including capital improvements, extensive renovations and exterior painting
 - j. Cleaning and janitorial services for the public restrooms located in the Cabana building outside the office/Pro shop
- 8. The Division shall provide the following equipment, facilities and services to Vendor as part of the Public Outdoor Tennis Operation:
 - a. Clay Court
 - b. Court Exterior Fencing
 - c. Clubhouse / Pro Shop Facility
 - d. Table
 - e. Shower Facilities
 - f. Public Rest room
 - g. Storage space outside the garage and inside the Pro Shop

T. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

U. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

V. PERSONNEL, EQUIPMENT AND SERVICES

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. **None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.**

W. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

X. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal (Attachment 7) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

Y. AGENCY'S RESPONSIBILITIES

The Agency shall:

1. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
2. Give prompt written notice to the Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.
3. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
4. The state has several remedies available to resolve non-performance issues with the Vendor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the Vendor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the Vendor, discuss the reasons surrounding the default and establish a date when the Vendor will resolve the non-performance issue.
5. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendor(s) or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>. Email may also be utilized to communicate performance deficiencies.